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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
WICHITA FALLS DIVISION

IN RE:	§	
	§	
HIGH PLAINS RADIO NETWORK, LLC,	§	CASE NO. 24-70089-swe
	§	(Chapter 11, SubV)
DEBTOR.	§	
	§	

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**STIPULATION AND AGREED ORDER:**

- (I) SUPPLEMENTING ORDER GRANTING MOTION OF DEBTOR TO APPROVE RESOLUTION AGREEMENT WITH VERTICAL BRIDGE REIT, LLC AND ITS AFFILIATES (DOCKET NO. 253), AND**
  - (II) EXTENDING LEASE DETERMINATION DEADLINE AND SALE DEADLINE REGARDING VERTICAL BRIDGE REIT LLC, AND ITS AFFILIATES AND THE DEBTOR**
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On January 17, 2024, the Court entered the *Order Granting Motion of Debtor to Approve Resolution Agreement with Vertical Bridge REIT, LLC and Its Affiliates* (Docket No. 253) (the “Subject Order”) to approve the Resolution Agreement (as defined in the Subject Order) and other matters between High Plains Radio Network LLC, the Debtor and Debtor in Possession (the “Debtor”) and Vertical Bridge REIT LLC and its Affiliates (collectively, “Vertical Bridge”).

The Subject Order and the Resolution Agreement extended the Code §365(d)(4) lease determination deadline as to Vertical Bridge through and until January 31, 2025.

Prior stipulations and agreed orders extended the Code §365(d)(4) deadline regarding Vertical Bridge to February 21, 2025 (Docket No. 260) and then to March 21, 2025 (Docket No. 276) and then to April 30, 2025 (Docket No. 283) and then to May 30, 2025 (Docket No. 298).

As evidenced by the signatures of counsel for their respective counsel appearing below, Vertical Bridge and the Debtor stipulate to the following.

1. Vertical Bridge agrees and consents to the extension through and until **July 15, 2025** of the following with respect to the Subject Order and/or the Resolution Agreement (collectively, the “Extensions”):
  - a. the Code §365(d)(4) lease determination deadline, as established in the Subject Order and the Resolution Agreement, as to the Subject Leases (as defined in the Resolution Agreement) of nonresidential real property between the Debtor and Vertical Bridge;
  - b. the deadline stated in Resolution Agreement § 4.04 for the period of time for the marketing of the assets of the Debtor;
  - c. the deadline stated in Resolution Agreement § 4.05 with respect to deemed rejection of the Subject Leases; and
  - d. any other deadlines in the Subject Order and/or the Resolution Agreement that would apply to the sale process of the assets of the Debtor and/or the disposition of the Subject Leases;
  - e. provided, however, (i) the site lease associated with KLVT in Levelland, Texas is excluded from the Extensions and (ii) nothing herein shall extend the due date for payment of any Base Administrative Rent or Additional Administrative Rent.
2. The effective date of the Extensions is May 30, 2025, irrespective of the entry date of the Agreed Order.
3. The Extensions are without prejudice to further extensions of the Code §365(d)(4) lease determination deadline and other deadlines in the Resolution Agreement as may be agreed in writing by Vertical Bridge and the Debtor.
4. Accordingly, Vertical Bridge and the Debtor request the entry of the Agreed Order appearing below.

**IT IS THEREFORE ORDERED THAT:**

1. The Stipulations above and the Extensions are approved by the Court as evidencing the agreement of the Debtor and Vertical Bridge.

2. The Subject Order and the Resolution Agreement are amended and/or supplemented (as applicable) by this Agreed Order and shall include the Extensions.
3. The period of time pursuant to 11 U.S.C. §365(d)(4) by which the Debtor may assume or reject leases of nonresidential real property between the Debtor and Vertical Bridge, as contemplated in the Resolution Agreement, is hereby extended through and until **July 15, 2025**.
4. The Extensions are without prejudice to further extensions of the Code §365(d)(4) lease determination deadline and other matters in the Subject Order and/or the Resolution Agreement as may be agreed in writing by Vertical Bridge and the Debtor.
5. The site lease associated with KLVT in Levelland, Texas has been rejected and thus is excluded from the Extensions.

###END OF ORDER###

**{continued on following sheet}**

**AGREED:**

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

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DEBTOR AND DEBTOR IN POSSESSION

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*\* Signature by permission by /s/ Jeff Carruth*